

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 586-0570
E-mail Address: Robert.zamarron@hawaii.gov

Provide the following information:

- | | | |
|-----------------------|--|--------------------------|
| - Name of Company | - Mailing Address | - Name of Contact Person |
| - Telephone Number | - Facsimile Number | - E-Mail Address |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

STATE PROCUREMENT OFFICE

LEGAL AD DATE: December 28, 2004

INVITATION FOR BIDS

No. IFB-05-040-H

SEALED OFFERS

FOR

FURNISHING

COCONUT PALM TRIMMING SERVICES

AT WAILOA RIVER STATE RECREATION AREA

AND KEKAHA KAI STATE PARK

DEPARTMENT OF LAND AND NATURAL RESOURCES

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

JANUARY 19, 2005

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO ALVIN WASHIASHI, TELEPHONE (808) 586-0571, FACSIMILE (808) 586-0570 OR E-MAIL AT alvin.washiashi@hawaii.gov.

Ruth E. Yamaguchi
Procurement Officer

Name of Company

IFB-05-040-H

COCONUT PALM TRIMMING SERVICES
 AT WAILOA RIVER STATE RECREATION AREA AND KEKAHA KAI STATE PARK
 DEPARTMENT OF LAND AND NATURAL RESOURCES
 IFB-05-040-H

Procurement Officer
 State Procurement Office
 State of Hawaii
 Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Date: _____

Respectfully submitted:

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

 Name and Title (Please Type or Print)

E-mail Address: _____

* _____

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for furnishing Coconut Palm Trimming Services at Wailoa River State Recreation Area and Kekaha Kai State Park, as specified herein:

<u>Item No.</u>	<u>Est. No. Of Trimmings Per Year</u>	<u>Approx. No. of Trees</u>	<u>Unit Price Per Tree</u>	<u>Estimated Total Bid Price</u>
1. Wailoa River State Recreation Area	2	x 480	x \$_____	= \$_____
2. Kekaha Kai State Park	2	x 138	x \$_____	= \$_____
Estimated Total Sum Bid Price				\$_____

Offeror to complete the following: (For evaluation purposes only)

	<u>No. of Workers</u>	<u>Estimated Labor Hours</u>	<u>Wage Rate</u>	<u>Est. Total Bid Price</u>
<u>Item No. 1: Wailoa River State Recreation Area</u>				
Tree Trimmer Helper	_____	x _____	x \$12.28 =	\$_____
Tree Trimmer-Truck Driver	_____	x _____	x 13.30 =	_____
Tree Trimmer	_____	x _____	x 14.41 =	_____
Tree Trimmer-Heavy Truck Driver	_____	x _____	x 14.41 =	_____
Tree Trimmer-Equipment Operator	_____	x _____	x 15.00 =	_____
Est. Total Labor - Item 1:				\$_____
Plus Other Costs:				+_____
Est. Total Bid Price-Item 1:				\$_____*

Item No. 2: Kekaha Kai State Park

Tree Trimmer Helper	_____	x _____	x \$12.28 =	\$_____
Tree Trimmer-Truck Driver	_____	x _____	x 13.30 =	_____
Tree Trimmer	_____	x _____	x 14.41 =	_____
Tree Trimmer-Heavy Truck Driver	_____	x _____	x 14.41 =	_____
Tree Trimmer-Equipment Operator	_____	x _____	x 15.00 =	_____
Est. Total Labor - Item 2:				\$_____
Plus Other Costs:				+_____
Est. Total Bid Price-Item 2:				\$_____*
Est. Total Bid Price-Item 1 & 2				\$_____*

*This figure should be the same as the Estimated Total Bid Price offered for the corresponding item numbers and Estimated Total Bid Price for Item 1 & 2 above.

Offeror _____
(Name of Company)

Offeror shall provide the following information:

1. Hawaii Type C-27 or C-27B License No.: _____
2. Number of years providing tree trimming services for commercial businesses in Hawaii:

3. Percentage of unit bid price representing employee wages: ____%
4. Offeror's Business Address: _____

Contact Person: _____
Telephone No.: Office _____ Cellular _____ Pager _____
5. Current On-Going Contracts: Offeror shall list government agencies and private sector contracts that Offeror is currently working on:

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Listed below are the names and addresses of government agencies and/or companies for whom the Offeror has provided or is currently providing tree-trimming services as specified herein:

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Equipment/Vehicles: (Offeror shall list equipment/vehicles to be used to provide specified services. License numbers shall be provided for vehicles and equipment. If a license number is not available, Offeror shall use designated letters A, B, C, etc. to signify different equipment, i.e. wood chipper A, wood chipper B, etc.)

For Item 1, WAILOA RIVER STATE RECREATION AREA:

Offeror: _____
(Name of Company)

For Item 2, KEKAHA KAI STATE PARK:

8. **Employees:** (Offeror shall list all employees to be employed under this contract and the type of work each employee will be performing (e.g., Tree Trimmer Helper, Tree Trimmer, etc.); however, if list is unavailable, please submit list prior to award of contract:

For Item 1, WAILOA RIVER STATE RECREATION AREA:

<u>Names of Employees</u>	<u>Type of Work</u>
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For Item 2, KEKAHA KAI STATE PARK:

<u>Names of Employees</u>	<u>Type of Work</u>
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Offeror _____
(Name of Company)

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: 05-040-H

Title of IFB: Furnishing Coconut Palm Trimming Services for Wailoa River State
Recreation Area and Kekaha Kai State Park

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

SPECIFICATIONS

Scope of Work

Contractor shall furnish all labor, equipment, tools, and materials and transportation to perform all operations in connection with providing coconut palm trimming services at Wailoa River State Recreation Area in Hilo, Hawaii and Kekaha Kai State Park in North Kona, Hawaii.

Initially, the Department of Land and Natural Resources (DLNR) will require approximately 480 coconut palms to be trimmed at Wailoa River State Recreation Area and approximately 138 coconut palms at Kekaha Kai State Park (see attached map).

Normally, coconut palms require two (2) trimmings per year, approximately every six (6) months apart. No work shall commence until a purchase order is issued by the Contract Administrator or his designated representative.

The following are the principal items of work to be performed:

1. Trim and Shape. Remove all dry and excessive fronds, all flowers, and all nuts from coconut and palm trees.
2. Removal of Trimmings and Debris. As work progresses, all trimmings and debris shall be shredded and hauled away or shall be transported to disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal. Any deviation from this requirement must have the prior approval of the Hawaii Parks District Superintendent.
3. General
 - a. All work must be done between 7:30 a.m. to 4:30 p.m., Monday through Friday, except on State holidays.
 - b. The Contractor shall provide safety signs, barricades, and other devices necessary for the safety and convenience of the general public. Contractor shall at all times conduct his/her work to assure the least possible disruption to normal public traffic (vehicular and pedestrian), and allowing for the free flow of traffic and public rights-of way.
 - c. Any damage to plants and other items in the area and adjoining properties shall be repaired and/or replaced by the Contractor at his/her own expense and restored to the satisfaction of the Contract Administrator and the injured party(ies).
 - d. Adverse conditions which may require major field changes not stated in the contract must be reported to the Contract Administrator prior to commencement or continuation of work.

Vehicles/Motorized Equipment

Contractor's truck(s) and any motorized equipment used in their operations for this contract will be conducted only from the paved areas/streets/parking lot. Movement of any trucks or motorized equipment on walkways or grass areas will not be permitted. The Contract Administrator must grant any exceptions.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The furnishing of Coconut Palm Trimming Services at Wailoa River State Recreation Area and Kehaka Kai State Park on the island of Hawaii for the Department of Land and Natural Resources, shall be in accordance with these Special Provisions, Specifications, and GTC included by reference. Copies of the GTC are available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the Internet at <http://www2.hawaii.gov/bidfiles/spogtgs.pdf>.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. Glenn Y. Taguchi, Hawaii State Parks District Superintendent of the Department of Land and Natural Resources or his appointed representative is the Contract Administrator. He can be contacted at (808) 974-6206.

STATE'S COMMITMENT

In return for prices submitted, the Department of Land and Natural Resources, will purchase all coconut palm trimming services for the Wailoa River State Recreation Area and Kekaha Kai State Park from the successful lowest bidder for the term of the contract.

TERM OF CONTRACT

Term of contract shall be for the one (1) year period commencing **March 1, 2005 to February 28, 2006** with requests for services through State purchase order. The contract may be extended by mutual agreement without the necessity of re-bidding for two (2) additional twelve-month period provided the contract prices for the extended period remain the same or lower than the initial contract price(s) except for price adjustments as allowed herein. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

QUANTITY OF PALM TRIMMINGS PER YEAR

The quantities of coconut palms to be trimmed and the number of trimmings per year are estimates for the initial contract period and extensions. No guarantee to purchase services for the exact number of palms or the number of trimmings per year is intended or implied. The State reserves the right to increase or reduce the number of trimmings per year at the prices quoted.

OFFEROR QUALIFICATION

Bidder must have a type C-27 or C-27B tree-trimming license from the State of Hawaii, Department of Commerce and Consumer Affairs. Contractor shall provide the license number on the Offer Form where indicated. Award will not be made to any Offeror failing to meet this qualification requirement.

Offeror must also have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within four (4) hours of the initial call.

Offeror shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified, if awarded a contract. Offeror shall provide the information requested on the Offer Form regarding employees and equipment

being utilized, and the State shall be the sole judge as to the adequacy of the equipment and employees for the work the Offeror is being considered for award.

SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SITE INSPECTION

Prior to submittal of offer, Offeror is encouraged to inspect the location sites to thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

Offeror's inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and will comply with these specifications if awarded the contract. Offeror must contact the Contract Administrator to arrange for an inspection date and time.

QUESTIONS AND/OR CONCERNS

Questions or concerns regarding this solicitation should be submitted in writing to the SPO on or before January 11, 2005. Responses to questions and/or concerns shall be addressed in addendum issued at least two (2) working days prior to bid opening date.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant Non-Hawaii Business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Price. Unit bid price shall include all labor, transportation, all applicable taxes and any other costs incurred to provide services as specified.

The Offeror shall provide information requested on Offer Form, page OF-2 regarding wage payments. The information provided shall indicate that the Offeror has included the applicable public employee wages into their offer to compensate their employees for work performed under this contract

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the GTC, bidder shall submit his current Hawaii GET I.D. number in the space provided on Offer Form page OF-1.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offer Guaranty. An offer guaranty is not required for this solicitation.

On-Going Contract(s). Offeror shall list on the Offer Form, where indicated, all on-going contracts that the Offeror is involved in at the time of offer submittal. The State reserves the right to contact the references submitted to inquire about the Offeror's past work performance.

References. Offeror shall list companies or government agencies from whom tree trimming services was or is being provided. The State reserves the right to contact the references submitted to inquire about the Offeror's past work performance and to reject the offer of any Offeror whose performance on other jobs of this nature has been proven unsatisfactory.

Employees/Equipment. Offeror shall list on the Offer Form (or submit list at time of contract award if list is unavailable) where indicated, all employees to be employed, if awarded a contract, and the type of work each employee will be performing (e.g. Tree Trimmer helper, Tree Trimmer, etc.). If the Offeror classifies any of his employees as other than the attached position descriptions, Contractor shall provide a description of the position and explain why it does not fall into one of the specified categories. The State will use this information to verify that Contractor is paying his employees working under this contract the prevailing public employee wages.

Offeror shall also list on the Offer Form the equipment to be used during the performance of the work specified. The State will use this information to determine whether the Offeror is able to perform the work within the contact time allowed, and for verifying that Contractor performing the work is paying his employees working under this contract the prevailing public employee wages.

PAYROLL AFFIDAVITS

Upon the State's request, Contractor will be required to submit quarterly payroll documentation to the SPO for all employees working under this contract. Documentation shall include employee time cards, payroll records, and copies of cancelled checks to verify that contractor's employees performing under the contract are being paid at wages not less than wages paid to public employees for similar work pursuant to Section 103-55, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the GTC. Offeror shall complete and submit the attached Wage Certificate by which Offeror certifies that the services required would be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages to public employees performing similar work, the Contractor shall also be obliged to provide not less than those increased wages for those employees performing work under this contract.

Contractor shall be further obliged to notify his employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work of his/her employees to be performed under this contract is similar to that performed by public employees, attached are class specifications for the State positions that perform tree trimming duties. (See Exhibit A). Effective January 1, 2003, the basic hourly wages paid to these State positions are:

<u>Class</u>	<u>Hourly Rate</u>
Tree Trimmer Helper (BC03)	\$12.28
Tree Trimmer- Truck Driver (BC05)	13.30
Tree Trimmer (BC07)	14.41
Tree Trimmer-Heavy Truck Driver (BC07)	14.41
Tree Trimmer-Equipment Operator (BC08)	15.00

Accordingly, Offeror should consider the aforementioned wage rates when preparing the quotation.

CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

Should wage increases subsequent to bid opening, the Contractor may request for increase in contract price. The increase requested must result in increase in wages to Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically, increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page the percentage of the unit bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the SPO on a timely basis:
 - a. The request must be made as soon as practicable after the State wage agreements are made public. The approved request will be retroactive to the date of increase for State employees.
 - b. The request for an increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor shall call the Purchasing Specialist named on the cover of this solicitation to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

First Increase:

$$WI = (XY) (Z) + FB$$

Subsequent Increase(s):

$$WI = AZ + FB$$

whereby, WI = Dollar amount increase in unit bid price due to increase in State wages;

X = Original contract price per month;

Y = Percentage of unit price designated by Contractor as representing labor costs;

Z = Percentage increase in wages paid to State employees performing similar work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per month resulting from increase in State wages).

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

AWARD OF CONTRACT

Method of Award. Award(s), if made, will be on a total sum bid basis to the responsive and responsible bidder(s) submitting the lowest Total Sum Bid Price.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.
Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/formsall.shtml or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Goods, Services and Construction, Chapter 103D, HRS, menu.

EXECUTION OF CONTRACT

Successful Offeror receiving award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

If the option to extend for each of the two (2) additional twelve-month periods is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each additional year.

No work is to be undertaken by the Contractor prior to issuance of any purchase order. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the work start date on the purchase order.

START OF WORK

Work will commence as indicated on the purchase order(s) issued by the Department of Land and Natural Resources. The Contractor must notify the Contract Administrator one week in advance before starting work at any location. The Contract Administrator shall schedule the priority of work. All work within an area must be completely finished before commencing work at the next area.

WORKMANSHIP

All work shall be executed in a workmanlike manner, and shall present a neat appearance when completed. Services rendered shall follow the Specifications and these Special Provisions, subject to inspection and approval of the Contract Administrator.

TIME OF COMPLETION

The work to be done under these specifications shall be completed within thirty (30) calendar days from the commencement date on the purchase order or as indicated by the Contract Administrator. In the event the Contractor fails to complete the work within the specified period, liquidated damages will be assessed.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform these services and deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$100,000 per occurrence PD: \$ 50,000 per occurrence

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Contractor shall send an original and three (3) copies of the invoice upon completion of all services listed in the purchase order to:

Department of Land and Natural Resources
Division of State Parks
Post Office Box 936
Hilo, Hawaii 96721-0936

All invoices shall reference the contract number and the Invitation for Bids number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor fails to perform in whole or part, any of his obligations specified hereunder.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GTC herein, in addition to the recourse stated in the GTC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS AND EXCEPTIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

“Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial

status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved."

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation."

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

JOB CLASSIFICATIONS

EXHIBIT A

DEPARTMENT OF CIVIL SERVICE
CITY AND COUNTY OF HONOLULU
TREE TRIMMER HELPER

Duties Summary

Assists in the trimming, pruning, planting, transplanting, spraying and care of shade and ornamental trees and shrubs; and perform other related duties as required.

Distinguishing Characteristics:

This class differs from the tree trimmer—Heavy truck Driver in that the Tree Trimmer Helper assists in and performs various manual tasks incidental to tree trimming operations; whereas the Tree Trimmer—Heavy Truck Driver operates heavy trucks and other mobile equipment in addition to independently trimming and caring for trees and shrubs.

This class differs from classes in the Laboring and Grounds Keeping series in that the Tree Trimmer Helper performs heavy unskilled and semi—skilled manual tasks in support of tree trimming operations as a substantially full—time assignment; whereas classes in the laboring and Grounds Keeping series are primarily concerned with general laboring or grounds keeping work and may perform tasks in support of tree trimming operations on an incidental basis.

Illustrative Examples of Work:

Assists in and supports tree trimming operations by performing various unskilled and semi-skilled manual tasks; operates power saw to cut large branches into manageable portions; loads branches and debris onto trucks or feeds them into powered wood chipper unit; passes tools to tree trimmer; handles ground lines to pull branches being cut by tree trimmers; serves as flagman; may move truck to rubbish cut by tree trimmers and may haul rubbish to dump sites; for training purposes, assists and participates in actual tree trimming activities by climbing trees and pruning and removing limbs and branches, performing ground pruning with pole saws, treating and caring for diseased trees, removing and relocating trees, etc.

Minimum Qualifications Requirements for the Class:

Training and Experience: None

License Requirement: Possession of an appropriate valid Hawaii State driver's license as required.

Ability to: perform heavy manual work; learn to operate a variety of hand and power tools and equipment used in tree trimming operations; learn to climb trees and work at heights; handle weights and loads; follow oral and written instructions; follow safety practices.

TREE TRIMMER-HELPER

Physical Requirement: Person, seeking appointment to positions in *this* class must meet the health end physical condition standards deemed necessary and proper for performance of *the* duties.

Physical Effort Grouping Heavy

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This is an amendment to the specification for the class,
TREE TRIMMER HELPER, which was approved on September 30,
1974.

APPROVED - May 24, 1976 _____

for Director of Civil Service

DEPARTMENT OF PERSONNEL SERVICES
STATE OF HAWAII

Class Specification
for the Class:

TREE TRIMMER-TRUCK DRIVER

Duties Summary:

Climbs and trims as well as removes a variety of trees; applies chemical and does minor tree surgery on diseased or injured trees; operates medium and heavy trucks and other comparable mobile equipment; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is distinguished by its performance of both tree trimming and truck driving duties as a regular assignment.

Examples of Duties:

Climbs a variety of trees with or without the aid of spikes or utilizes a hydraulic or mechanical ladder and other equipment to reach the necessary heights; uses hand, pole, and power saws, cane knives and other hand tools to cut tree branches; paints all, cuts two inches or more in diameter with tar or other compound; digs out dry rot from tree trunks with a pruning knife and fills the resulting cavity with cement; applies lead arsenate or other chemicals to areas of trees infested with pests or fungi; feeds limbs and other trimmings into a 'chipper'; operates medium and heavy trucks and other mechanized equipment, such as a hoist; directs vehicular and pedestrian traffic at the job site.

Minimum Qualification Requirements:

Experience and Training: One (1) year of experience in the care and maintenance of grounds and landscaped areas, including the trimming, pruning, and caring of trees and shrubs, and some truck driving; or an equivalent combination of experience and training.

License Required: Possession of a valid State of Hawaii motor vehicle operator's license pertinent to the class.

Knowledge of: General tree trimming techniques and practices; tools and equipment used in tree trimming; laws and regulations governing the operation of motor vehicles on streets and highways; safety practices and procedures.

TREE TRIMMER-TRUCK DRIVER

Ability to: climb trees with or without the aid of spikes; work above the ground at varying heights; operate hand and power tools and equipment; operate truck and other mobile equipment; understand and observe traffic laws and regulations; make minor emergency repairs to trucks; understand and follow oral and written instructions.

Physical and Medical Requirements:

Applicants must be physically able to perform, efficiently and effectively, the essential duties of the position which typically require the ability to read without strain printed material the size of typewritten characters, glasses permitted and the ability to hear the conversational voice, with or without a hearing aid, or the ability to compensate satisfactorily. Handicaps in these or other areas will not automatically result in disqualification. Those applicants who demonstrate that they are capable of performing the essential functions of the position will not be disqualified under this section.

Any condition, which would cause applicants to be a hazard to themselves or others, is cause for disqualification.

Any disqualification under this section will be made only after a review of all pertinent information including the results of the medical, examination, and requires the approval of the Director.

This is an amendment to the class specification for the class TREE TRIMMER—TRUCK DRIVER approved on December 5, 1967.

DATE APPROVED: June 7, 1985

JAMES K. TAKUSHI
Director of Personnel Services

DEPARTMENT OF PERSONNEL SERVICES
STATE OF HAWAII

Class Specification
for the Class:

TREE TRIMMER

Duties Summary:

Operates and maintains a truck with a hydraulic powered aerial platform in trimming and pruning trees on grounds under the jurisdiction of the State Comptroller; climbs trees with or without the aid of climbing spikes; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is distinguished by its responsibility for operating and maintaining a truck with an aerial platform on in the daily operation of tree trimming. The truck and platform are necessary to enable the trimmer to efficiently perform cutting operations at heights. A basic requirement of this class is the ability to manipulate the various brakes, levers and clutches that are mounted on the truck and platform.

Work assignments are received from a foreman who also reviews work practices. However, positions in this class are responsible for work site operations. This involves overseeing the use of machinery, disposal of debris, and that safe practices and work instructions are followed by other members of the crew. Positions in this class perform manual trimming operations when mechanical equipment is inoperative or in situations where trimming will be facilitated without the use of truck and platform. Also inherent in this class is the responsibility for the maintenance of machinery and accountability for all, tools and equipment used in tree trimming operations.

Examples of Duties:

Drives the truck to and from job sites; clears work area of vehicles and other property that may be damaged by falling branches and other debris; secures truck for operation by seeing that all safety equipment is in place; operates the aerial platform to attain the desired height and angle; directs the placing and use of guy lines; selects and makes cuts; paints pruning compound on scars left by cuts; oversees the cutting and disposal of debris produced by trimming; climbs trees using ladders, climbing spikes and other climbing equipment; may drive heavy dump trucks to haul rubbish to incinerator.

Minimum Qualification Requirements:

Experience and Training: One (1) year of work experience in care of grounds or other landscaped areas which involved trimming and pruning trees, shrubs, and hedges utilizing power saws and other tree trimming tools and equipment, climbing trees with or without the aid of climbing spikes and which demonstrated knowledge of proper safety precautions necessary in working at heights, and operating and maintaining trucks having a factory—rated capacity of over 1/2 tons; or an equivalent combination of experience and training.

TREE TRIMMER

License Required: Possession of a valid State of Hawaii Motor vehicle operator's license pertinent to the work of the class.

Knowledge of: The operation and maintenance at a truck and hydraulic equipment; motor vehicle operation ordinances: the use and care of pruning tools, power saw and climbing equipment; safety practices necessary for operating an aerial platform and working at heights; general tree trimming techniques and practices.

Ability to: Operate a truck with an aerial platform and heavy trucks; understand and carry out oral and written instructions; utilize various power tools used in tree trimming; select and make appropriate cuts on trees; oversee the work of others: climb high trees using climbing spikes and other equipment.

Physical and Medical Requirements:

Applicants must be physically able to perform on, efficiently and effectively, the essential duties of the position which typically require the ability to read without strain printed material the size of typewritten characters, glasses permitted, and the ability to hear the conversational voice, with or without a hearing aid, or the ability to compensate satisfactorily. Handicaps in these or other areas will not automatically result in disqualification. Those, applicants who demonstrate that they are capable of performing the essential functions of the position will not be disqualified under this section.

Any condition, which would cause applicants to be a hazard to themselves or others, is cause for disqualification.

Any disqualification under this section will be made after a review of all pertinent information including the results of the medical examination, and requires the approval of the Director.

This is an amendment to the class specification for the class Tree Trimmer II, approved on July 25, 1967, and a change in title from Tree Trimmer II to TREE TRIMMER.

DATE APPROVED: January 14, 1985

JAMES K. TAKUSHI
Director of Personnel Services

DEPARTMENT OF CIVIL SERVICE
CITY AND COUNTY OF HONOLULU
Class Specification

TREE TRIMMER-HEAVY TRUCK DRIVER

Duties Summary:

Performs skilled work in trimming, pruning, planting, transplanting, spraying and caring for shade and ornamental trees and shrubs; operates a heavy truck and other mechanized equipment; and performs other related duties as required.

Distinguishing Characteristics:

This class differs from the Tree Trimmer Helper in that the Tree Trimmer-Heavy Truck Driver operates a heavy truck and other mobile equipment in addition to independently trimming and caring for trees and shrubs; whereas the Tree Trimmer Helper assists in and performs various manual tasks incidental to tree trimming operations.

This class differs from the Tree Trimming-Equipment Operator in that the Tree Trimming-Heavy Truck Driver operates a heavy truck in addition to performing tree trimming duties; whereas the Tree Trimming-Equipment Operator operates and maintains a heavy ladder truck and attachments and medium-sized construction equipment in addition to performing tree trimming duties.

Illustrative Examples of Work:

Climbs a variety of trees of varying height using ropes, spikes, ladders, or hydraulic or mechanical equipment in order to trim, prune, top and treat shade and ornamental trees; operates various hand and power tools such as hand, pole and chain saws, axes, and knives to shape and trim fronds, roots and tree branches; cables, bolts and guys trees; loads truck with debris resulting from trimming trees, and drives to and dump debris at disposal sites; inspects trees for insect and disease infestations; performs routine tree surgery and treats and dresses cut surfaces to protect them from further infestation; cleans and sprays rots and infestations with chemical pesticides to rid areas of trees of pests and fungi; participates in the removal, relocation and transplanting of trees; uses brush chipper and stump remover; operates heavy trucks and other mechanized and mobile equipment; directs vehicular and pedestrian traffic at the jobsite; responds to emergency call out work as required.

Minimum Qualification Requirements for the Class:

Training and Experience: Experience and/or training of sufficient scope and quality to show competence in the care and maintenance of grounds and landscaped areas, including the trimming, pruning and care of trees and shrubs, and some truck driving.

License Requirement: Possession of a valid Hawaii State driver's license (Type 5), a current State Department of Transportation medical examination certificate, and a current Certificate State of Fitness for a Crane and Hoist Operator.

TREE TRIMMER-HEAVY TRUCK DRIVER

Knowledge of: Tree trimming techniques and practices; characteristics and growing habits of principal shade and ornamental trees; common tree diseases and infestations; tree surgery techniques and the use of appropriate insecticides, fungicides and fertilizers; care and use of hand and power tools and equipment used in tree trimming; laws and regulations governing the operation of motor vehicles on streets and highways; safety equipment, practices and procedures applicable to the work.

Ability to: climb trees with or without spikes; work above ground and withstand varying heights; operate hand and power tools and equipment; diagnose and treat conditions harmful to trees; operate, heavy truck and other motorized equipment skillfully and safely; recognize mechanical and operational defects in equipment; make minor emergency repairs to trucks; understand and observe traffic laws and regulations; understand and follow oral and written instructions; handle weights and loads; follow safety practices, particularly as they relate to height and electrical hazards.

Physical Requirement:

Persons seeking appointment to positions in this class must meet the health and physical condition standards deemed necessary and proper for performance of the duties.

Physical Effort Grouping: Heavy

This is an amendment to the specification for the class, TREE TRIMMER-HEAVY TRUCK DRIVER, which was approved on May 24, 1976.

APPROVED: March 16, 1989

Director of Civil Service

DEPARTMENT OF CIVIL SERVICE
CITY AND COUNTY OF HONOLULU
Class Specification

TREE TRIMMER-EQUIPMENT OPERATOR

Duties Summary:

Operates and maintains a heavy ladder truck and attachments and medium-sized construction equipment in trimming, pruning, planting, transplanting, spraying and caring for share and ornamental trees and shrubs; and performs other related duties as required.

Distinguishing Characteristics:

This class differs from the Tree Trimmer-Heavy Truck Driver in that the Tree Trimmer-Equipment Operator operates and maintains a heavy ladder truck and attachments and medium-sized construction equipment in addition to performing tree trimming duties; whereas the Tree Trimmer-Heavy Truck driver operates heavy- trucks in addition to performing tree trimming duties.

This class differs from the Tree Trimming Supervisor I in that the Trimmer-Equipment Operator operates and maintains a heavy ladder truck and medium-sized construction equipment in addition to performing tree trimming duties; whereas the Tree Trimming Supervisor I supervises a crew in tree trimming operations.

Illustrative Examples of Work:

Drives a truck with attached ladder to and from job sites; operates hydraulic powered ladder in raising and lowering tree trimmers engaged in tree trimming; operates a crane in lifting heavy branches and in transplanting trees; operates winch attachment to remove tree stumps; operates root-stump cutter; performs tree trimming duties such as pruning trees and shrubs, trimming and shaping trees, performing minor tree surgery and treating and dressing cut surfaces to protect trees from further infestation; cables, bolts and guys trees; responds to emergency call cut work as required.

Minimum Qualification Requirements for the Class:

Training and Experience: Experience and/or training of sufficient scope and quality to show competence in the care and maintenance of grounds and landscaped areas, including the trimming, pruning and care of trees and shrubs, and in the operation of a heavy truck and hydraulic equipment.

License Requirement: Possession of a valid Hawaii State driver's license (Type 5), a PUC doctor's certificate, and a current Certificate State of Fitness for a Crane and Hoist Operator prior to appointment.

TREE TRIMMER-EQUIPMENT OPERATOR

Knowledge of: Tree trimming techniques and practices; characteristics and growing habits of principal shade and ornamental trees; common tree diseases and infestations; tree surgery techniques and the use of appropriate insecticides, fungicides and fertilizers; care and use of hand and power tools and equipment used in tree trimming; safety equipment, practices and procedures applicable to the work; the functions, capacities and methods of operating trucks and construction equipment representative of the class; hazards and safety precautions applicable to the operation of trucks and construction equipment; laws and regulations governing the operation of motor vehicles on streets and highways.

Ability to: climb trees with or without spikes; work above ground and withstand varying heights; operate hand and power tools and equipment; diagnose and treat conditions harmful to trees; understand and follow oral and written instructions; handle weights and loads; follow safety practices particularly as they relate to height and electrical hazards; operate and maintain heavy trucks and construction equipment representative of the class skillfully and safely; makes minor emergency repairs to equipment; understand and observe traffic laws and regulations.

Physical Requirement:

Persons seeking appointment to positions in this class must meet the health and physical condition standard deemed necessary and proper for performance of the duties.

Physical Effort Grouping: Heavy

This is the first specification approved for the new class, TREE TRIMMER-EQUIPMENT OPERATOR, which was approved on October 16, 1975

APPROVED: May 24, 1976

Director/of Civil Service

ATTACHMENT I

MAPS



